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Jason M. Drangel (JD 7204)

jdrangel@ipcounselors.com

Ashly E. Sands (AS 7715)

asands@ipcounselors.com

Brieanne Scully (BS 3711)

bscully@ipcounselors.com

EPSTEIN DRANGEL LLP

60 East 42<sup>nd</sup> Street, Suite 2520

New York, NY 10165

Telephone: (212) 292-5390

Facsimile: (212) 292-5391

*Attorneys for Plaintiff*

*Ideavillage Products Corp.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.,

*Plaintiff*

v.

LONGTENG, LOUISSU, LOVE YUN,  
LOVEYOUANDLOVEME, LPDE, LUCY ALLEN  
ZHENG, LULIHUA, LUOGUILIN1986,  
LUOLEYUAN2012, LUOLUOLUO, LWWMM, L-  
ZHONG, MAKEYOURLIFEMORESUCCESSFUL,  
MECEROCKA8, MERCHANT18, MINI WORLD S,  
MJSZYOUTH0112, MOGUM, MQRSTORE, MVP  
SHOW, MYSTERY, NASC, NCT, NINIYY SHOP,  
PINGPING998865, PLOP PLOP GIRL,  
PPIXIAOKANG,  
PRETTYPRETTYPRETTYBOY, QER I  
BELIEVE I CAN FLY, QIANHAIMJ, QINGSHOUSE,  
QINGXUEDIAN, QJQXY, QYHSM, RASKKTER,  
RENHAOS, RMSLKFGYLOVE, SAMDIGEOLOVE,  
SELLERDEAL, SHADES DARKER,  
SHANBIAN2017, SHANDECUI, SHANDEQIANG,  
SHAOWEI FASHION, SHENGHUHOUSE,  
SHENZHENNASC, SHIGUOWEI, SHINHWA,  
SHISHANGDIAN, SHKYIOY1999,  
SHUNTUDIANZI, SHUNWEIGONGSI, SINCEWIL,  
SPECIAL CASE, SUFIT, SUNWUKONG,  
SUPENGLIANG, SXZYYOUTH0115, SYS613,

**18-cv-7329 (AT)**

**FINAL DEFAULT JUDGMENT  
AND PERMANENT  
INJUNCTION ORDER**

SYTWY, SZNASC02, SZNEWLIN, TANABATA, TANFENFENTAN, TANXIAOYAN55, TANZY, TCHBEAUTY, TENGOFASHION, THANPOO, TIANSHIDECHIBANG, TODAY'S PROMOTION, TRANSHOME, TSAOYA, VIVIKIDS, WANGLEI964, WANGQQ, WANGYONGJIE521, WEIERJINSEN, WEIWEISHISHANGNEIYIDIAN, WENXIAOLONG, WEYRHEHRSTJ, WHDMINMINNIE, WIHT ME, WUIXAOXIN, WZCANGYUE, XAOFABA568, XIAOJIANJIANZEJIAN, XIAOSHIHOU, XIECHUNX11365, XINGANTUMAOYI, XINX1100, XUANMI, XULIFIGHTING, XUZHOUUNIVERSALCOMMERCECOLTD, YAGKN8989, YANHONGGAOTIE548, YAOMINGYAN, YEXIAOJUAN, YIBEIQIONG, YIWENSHOP, YIWU CITY PU SHENG ELECTRONICS TECHNOLOGY CO., LTD., YIWU SHOPPING CENTER, YJFENG, YMILONG, YONGSHENG DIGITAL FRANCHISE STORE, YTGIT, YUEYUNSHOP, YUNYUNZHONGSHENGG, YUYANYAN, YWGSYOUTH04, ZEMING9319, ZHANGCHUNJI, ZHANGYUCHEN, ZHAOYANGHONGTRADE, ZHIMUSHIYE, ZHOUANPING, ZHOUCHANGQUN, ZHOUSHUFANG, ZUQIURUN, ZYHZYH and ZYQ MALL,

*Defendants*

## **GLOSSARY**

<b><u>Term</u></b>	<b><u>Definition</u></b>	<b><u>Docket Entry Number</u></b>
<b>Plaintiff or Ideavillage</b>	Ideavillage Products Corp.	N/A
<b>Defendants</b>	longteng, Louissu, love yun, loveyouandloveme, lpde, lucy allen zheng, lulihua, luoguilin1986, luoleyuan2012, luoluoluo, Lwwmm, L-ZHONG, MakeYourLifeMoreSuccessful, mecerockA8, merchant18, Mini World S, mjszyouth0112, MoguM, mqrstore, mvp show, mystery, nasc, NCT, niniyy shop, pingping998865, Plop plop Girl, PPixiaxiaokang, PrettyPrettyPrettyPrettyBoy, QER I believe i can fly, qianhaimj, qingshouse, qingxuedian, qjqxy, QYHSM, RASKKTER, Renhaos, Rmslkfgylove, Samdigeolove, sellerDeal, Shades Darker, Shanbian2017, Shandecui, shandeqiang, shaowei fashion, shenghuhouse, shenzhennasc, shiguowei, shinhwa, shishangdian, SHKYIOY1999, Shuntudianzi, shunweigongsi, sincewil, special case, Sufit, sunwukong, supengliang, sxzzyouth0115, SYS613, sytwy, sznasc02, sznewlin, Tanabata, tanfenfentan, tanxiaoyan55, Tanzy, TCHBeauty, tengofashion, Thanpoo, tianshidechibang, Today's promotion, Transhome, TSAOYA, vivikids, wanglei964, wangqq, wangyongjie521, weierjinsen, weiweishishangneiyidian, wenxiaolong, weyrhehrstj, whdminminnie, Wiht Me, Wuixaoxin, wzcangyue, xaofafa568, xiaojianjianzejian, xiaoshihou, xiechunx11365, xingantumaoyi, xinx1100, xuanmi, xulifighting, XuzhouuniversalcommerceCoLtd, yagkn8989, yanHonggaotie548, yaomingyan, yexiaojuan, yibeiqiong, yiwenshop, Yiwu city Pu Sheng Electronics Technology Co., Ltd., yiwu shopping center, Yjfeng, Ymilong, Yongsheng digital franchise store, YTGIT, YUEYUNshop, yunyunzhongshengg, yuyanyan, ywgsyouth04, zeming9319, zhangchunji, zhangyuchen, zhaoyanghongtrade, zhimushiye, Zhouanping, zhouchangqun, zhoushufang, zuqiurun, zyhzyh and zyq mall	N/A
<b>Defaulting Defendants</b>	longteng, Louissu, love yun, loveyouandloveme, lpde, lucy allen zheng, lulihua, luoguilin1986, luoleyuan2012, Lwwmm, MakeYourLifeMoreSuccessful, mecerockA8, mqrstore, mvp show, mystery, pingping998865, Plop plop Girl, PPixiaxiaokang, PrettyPrettyPrettyPrettyBoy, QER I believe i can fly, qianhaimj, qingshouse, qingxuedian, QYHSM, RASKKTER, renhaos, sellerDeal, shandecui, special case, sxzzyouth0115, SYS613, sytwy, tanxiaoyan55, Tanzy, TCHBeauty, tengofashion, Thanpoo, Today's	N/A

	promotion, Transhome, TSAOYA, wanglei964, wangqq, weierjinsen, wenxiaolong, weyrhehrstj, whdminminnie, Wiht Me, wzcangyue, xiaojianjianzejian, xiaoshihou, xiechunx11365, xingantumaoyi, yagkn8989, yaomingyan, yibeiqiong, yiwu shopping center, Yongsheng digital franchise store, YUEYUNshop, yunyunzhongshengg, yuyanyan, ywgssyouth04, zeming9319, zhaoyanghongtrade, zhimushiye, zyhzyh, and zyq mall	
<b>Wish</b>	Wish.com, a San Francisco, California-based, online marketplace and e-commerce platform owned by ContextLogic, Inc., a Delaware corporation (“ContextLogic”), that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York	N/A
<b>Sealing Order</b>	Order to Seal File entered on August 14, 2018	1
<b>Complaint</b>	Plaintiff's Complaint filed on August 14, 2018	8
<b>Application</b>	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing alternative service by electronic means; and 5) an order authorizing expedited discovery filed on August 14, 2018	14-19
<b>Lombardo Dec.</b>	Declaration of Loriann Lombardo in Support of Plaintiff's Application	18
<b>Arnaiz Dec.</b>	Declaration of Jessica Arnaiz in Support of Plaintiff's Application	17
<b>Wolgang Dec.</b>	Declaration of Spencer Wolfgang in Support of Plaintiff's Application	19
<b>Egglettes Product</b>	Plaintiff's set of non-stick silicone pods that are designed to cook and make perfect hard-boiled eggs and omelets, which are marketed and sold under the distinctive EGGLETTES trademark	N/A
<b>Egglettes Mark</b>	U.S. Trademark Registration No. 5,500,970 for the wordmark “EGGLETTES” for goods in Class 21	N/A
<b>Egglettes Works</b>	U.S. Copyright Reg. PA 2-106-754, covering the Egglettes Commercial and U.S. Copyright Reg. VA 2-094-787, covering the Egglettes Packaging Instructions and Recipe Book	N/A
<b>Counterfeit Products</b>	Products bearing and/or using the Egglettes Mark and/or marks that are confusingly similar to, identical to and constitute an infringement of the Egglettes Mark and/or displaying and/or incorporating the Egglettes Works and/or	N/A

	works that are substantially similar to, identical to and constitute infringement of the Egglettes Works	
<b>Infringing Listings</b>	Defendants' listings for Counterfeit Products	N/A
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Wish, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Defendants' Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as ContextLogic, PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, Wish, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
<b>Defendants' Frozen Assets</b>	Defendants' Assets from Defendants' Financial Accounts that were and/or are attached and frozen or restrained pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A

<b>Wish Discovery</b>	The supplemental report identifying Defendants' Infringing Product ID, Merchant ID, Product Lifetime Units Sold and Product Lifetime GMV, among other things, provided by counsel for ContextLogic to Plaintiff's counsel pursuant to the expedited discovery ordered in both the TRO and PI Order	N/A
<b>Plaintiff's Motion for Default Judgment</b>	Plaintiff's Application for an Order to Show Cause Why Default Judgment and a Permanent Injunction should not be entered Against Defaulting Defendants filed on May 8, 2020	TBD
<b>Scully Aff.</b>	Affidavit by Brieanne Scully in Support of Plaintiff's Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition, copyright infringement and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Egglettes Mark and Egglettes Works, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.<sup>1</sup>

The Court, having considered the Memorandum of Law and Affidavit of Brieanne Scully in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

**I. Defaulting Defendants' Liability**

1) Judgment is granted in favor of Plaintiff on their federal trademark and copyright claims and its common law claim for unfair competition.

**II. Damages Awards**

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be

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<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

reasonable and Plaintiff is awarded statutory damages against each of the Defaulting Defendants pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act as follows (“Defaulting Defendants’ Individual Damages Award”), plus post-judgment interest, for a total of Nine Million One Hundred Fifty Thousand Dollars (\$9,150,000.00), as follows:

<b>DEFAULTING DEFENDANT</b>	<b>STATUTORY DAMAGES</b>
longteng	\$50,000.00
lpde	\$50,000.00
Lwwmm	\$50,000.00
MakeYourLifeMoreSuccessful	\$50,000.00
mqrstore	\$50,000.00
PPixiaokang	\$50,000.00
PrettyPrettyPrettyPrettyBoy	\$50,000.00
qianhaimj	\$50,000.00
qingshouse	\$50,000.00
RASKKTER	\$50,000.00
renhaos	\$50,000.00
shandecui	\$50,000.00
sytwy	\$50,000.00
Thanpoo	\$50,000.00
Tranhome	\$50,000.00
weierjinsen	\$50,000.00
wenxiaolong	\$50,000.00
wzcangyue	\$50,000.00

xiaojianjianzejian	\$50,000.00
xiechunx11365	\$50,000.00
yaomingyan	\$50,000.00
yiwu shopping center	\$50,000.00
Yongsheng digital franchise store	\$50,000.00
YUEYUNshop	\$50,000.00
yuyanyan	\$50,000.00
zhaoyanghongtrade	\$50,000.00
zyq mall	\$50,000.00
sellerDeal	\$50,000.00
tengofashion	\$50,000.00
TSAOYA	\$50,000.00
Wiht Me	\$50,000.00
yibeiqiong	\$50,000.00
ywgssyouth04	\$50,000.00
zeming9319	\$50,000.00
zhimushiye	\$50,000.00
sxzzyouth0115	\$50,000.00
lucy allen zheng	\$50,000.00
whdminminnie	\$50,000.00
mvp show	\$50,000.00
xingantumaoyi	\$50,000.00
pingping998865	\$50,000.00

qingxuedian	\$50,000.00
mecerockA8	\$50,000.00
tanxiaoyan55	\$50,000.00
special case	\$50,000.00
wangqq	\$50,000.00
Tanzy	\$50,000.00
SYS613	\$50,000.00
yunyunzhongshengg	\$50,000.00
lulihua	\$100,000.00
loveyouandloveme	\$100,000.00
zyhzyh	\$150,000.00
TCHBeauty	\$150,000.00
weyrhehrstj	\$200,000.00
Plop plop Girl	\$200,000.00
yagkn8989	\$250,000.00
Today's promotion	\$250,000.00
Louissu	\$250,000.00
QER I believe i can fly	\$300,000.00
luoleyuan2012	\$500,000.00
mystery	\$500,000.00
luoguilin1986	\$500,000.00
wanglei964	\$750,000.00
QYHSM	\$750,000.00

xiaoshibhou	\$750,000.00
love yun	\$1,000,000.00

### **III. Permanent Injunction**

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendant, its respective officers, agents, servants, employees, and all persons acting in active concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:
  - A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Egglettes Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Egglettes Mark and/or incorporating the Egglettes Works and/or artwork that is substantially similar to, identical to and constitute infringement of the Egglettes Works;
  - B. directly or indirectly infringing in any manner any of Plaintiff's Egglettes Mark and Egglettes Works;
  - C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Egglettes Mark and Egglettes Works to identify any goods or services not authorized by Plaintiff;
  - D. using any of Plaintiff's Egglettes Mark and Egglettes Works, or any other marks or artwork that are confusingly or substantially similar to the Egglettes Mark and Egglettes Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities by Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Egglettes Mark and Egglettes Works, or bear any marks or artwork that are confusingly or substantially similar to the Egglettes Mark and Egglettes Works pursuant to 15 U.S.C. § 1118;

**IV. Order Authorizing Continued Alternative Service by Electronic Means**

1) IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means that was ordered in the TRO and PI Order, shall be deemed effective as to Defendants, Financial Institutions and Third Party Service Providers through the pendency of this action.

**V. Miscellaneous Relief**

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets, Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts;
- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) The Court releases the Twenty-Five Thousand U.S. Dollar (\$25,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10165

SO ORDERED.

Dated: July 6, 2022  
New York, New York

  
ANALISA TORRES  
United States District Judge